BILL NO. S-91-07-30

SPECIAL ORDINANCE NO. S-206-91

AN ORDINANCE approving the awarding of Reference #1568 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and RON LUNZ, INC. AND MARTIN ENTERPRISES, INC. for the Department of Neighborhood Code Enforcement.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1568 between the City of Fort Wayne, by and through its Department of Purchasing and **RON LUNZ, INC. AND MARTIN ENTERPRISES, INC.** for the Department of Neighborhood Code Enforcement, respectfully for:

the demolition and lot restoration of eleven (11) structures throughout the City of Fort Wayne;

involving a total cost of Thirty-Three Thousand Six Hundred Seventy and no/100 Dollars ($33,670.00) - (LUNZ - $10,695.00; MARTIN - $22,975.00), all as more particularly set forth in said Reference #1568 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

D Schmidt
Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

REFERENCE NO.	1568
DEPARTMENT:	NEIGHBORHOOD CODE ENFORCEMENT
DATE:	7-16-91
ITEM/SERVICE:	DEMOLITION/LOT RESORATION
PURCHASING INFORMATION	
ADVERTISED BID:	YES
DATES ADVERTISED:	6-14-91 AND 6-21-91
OPENING DATE:	7-11-91
WRITTEN QUOTE:	NO
DUE DATE:	
VERBAL QUOTE:	NO
SINGLE SOURCE:	NO
NO. OF VENDORS NOTIFIED:	11
NO. OF VENDORS RECEIVING BID/QUOTE	4
NO. OF VENDORS RETURNING BID/QUOTE:	3
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	7
DATE SENT TO DEPT FOR RECOMM:	7-12-91
DATE RECOMM RECEIVED IN PURCH:	7-15-91
COUNCIL INFORMATION	DATES SENT EXTENSION DATES
DATE INFO SENT TO LAW DEPT:	7-16-91
INTRODUCTION DATE:	7-23-91
DISCUSSION DATE:	8-6-91
PASSAGE DATE:	8-13-91
ORDINANCE NO.:	

REFERENCE NO. 1568
DEMOLITIONS
NCED
7-11-91

ADDRESS	RON LUNZ		R NESS		MARTIN	
	DEMO	LOT	DEMO	LOT	DEMO	LOT
1109 E BERRY	$3,400.00	$250.00	$5,210.00	$250.00	$2,275.00	$225.00
1114 COLLEGE	NO BID		$4,950.00	$250.00	$3,650.00	$225.00
845 W DEWALD	$2,250.00	$250.00	$3,680.00	$250.00	$2,300.00	$225.00
1223 ELIZA	NO BID		$3,510.00	$250.00	$2,200.00	$250.00
2909 S HANNA	$2,295.00	$250.00	$4,900.00	$250.00	$2,425.00	$225.00
808 HUESTIS	$2,400.00	$200.00	NO BID		$3,275.00	$225.00
1208 IRENE	PULLED		PULLED			
3717 S LAFAYETTE	PULLED		PULLED			
1201 LIBERTY	$2,850.00	$250.00	$4,820.00	$250.00	$2,700.00	$250.00
2512 LILLIE	$2,250.00	$250.00	$3,078.00	$250.00	$2,200.00	$200.00
2409 SMITH	$3,600.00	$250.00	$4,836.00	$250.00	$3,300.00	$250.00
1401 E WASHINGTON	$2,800.00	$250.00	$6,200.00	$250.00	$3,475.00	$225.00
2805 S CALHOUN	NO BID		$6,750.00	$200.00	$5,000.00	$250.00
SUB TOTALS	$21,845.00	$1,950.00	$47,934.00	$2,450.00	$32,800.00	$2,550.00
GRAND TOTAL	$23,795.00		$50,384.00		$35,350.00	

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 7-11-91 @ 11:00 AM BID REFERENCE # 1568

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE DEMOLITION & LOT RESTORATIO OF THIRTEEN (13) +/- STRUCTURES PER SPECIFICATIONS

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ %
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Ron Hiatt Inc

STREET ADDRESS 5915 Ardmore

CITY FT WAYNE PHONE # 7472716

BY _____
REPRESENTATIVE SIGNATURE

PRICE SHEET
DEMOLITIONS/LOT RESTORATION

ADDRESS	STRUCTURE	COST OF DEMO	COST OF LOT	TOTAL
1109 E BERRY	REAR HSE ONLY	$ 3400	$ 250	$ 3650
1114 COLLEGE	HOUSE	$ —	$ —	$
845 W DEWALD	HOUSE/GARAGE	$ 2250	$ 250	$ 2500
1223 ELIZA	HOUSE	$ —	$ —	$ —
2909 S HANNA	HOUSE	$ 2295	$ 250	$ 2545
808 HUESTIS	HOUSE/GARAGE	$ 2400	$ 200	$ 2600
1208 IRENE	ACCESSORY BLDG	$	$	$
3717 LAFAYETTE	HOUSE	$ 2275	$ 250	$ 2525
1201 LIBERTY	HOUSE/GARAGE	$ 2850	$ 250	$ 3100
2512 LILLIE	HOUSE	$ 2250	$ 250	$ 2500
2409 SMITH	HOUSE/GARAGE	$ 3600	$ 250	$ 3850
1401 E WASH	HOUSE/GARAGE	$ 2800	$ 250	$ 3050
2805 S CALHOUN	HOUSE	$ —	$ —	$ —
			GRAND TOTAL	$ 26,320.00

VALIDITY OF BID PRICE: 65 Days
(IN CALENDAR DAYS)

AMERICAN STATES INSURANCE COMPANY

HOME OFFICE: INDIANAPOLIS, INDIANA

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we Ron Lunz Excavating, Inc.

_____, as Principal, (hereinafter called Principal) and AMERICAN STATES INSURANCE COMPANY, an Indiana corporation, with principal offices in Indianapolis, Indiana, as Surety, (hereinafter called Surety), are held and firmly bound unto The City of Fort Wayne

_____, as Obligee, (hereinafter called the Obligee) in the amount of One Thousand Three Hundred Sixteen

_____no/100 Dollars ($ 1,316.00)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal did on the 11 day of July, 19 91, enter into a written contract with said Obligee for demolition of 10 structures

_____
which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall indemnify the Obligee against any loss or damage directly arising by reason of the failure of the Principal to (a) faithfully perform said contract and (b) pay all just claims for labor and material furnished in the completion of said Contract by persons, firms or corporations having direct contracts with the Principal, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is executed and accepted subject to the following conditions:

(1) That the Obligee shall faithfully and punctually perform all the terms and conditions of said Contract to be performed by the Obligee.

(2) That the Obligee shall notify the Surety by registered letter, addressed and mailed to it at its Home Office, of any breach of said Contract within a reasonable time after such breach shall have come to the knowledge of the Obligee.

(3) All suits at law or proceedings in equity to recover on this bond must be instituted within six months after the completion of said contract, and in any event within twelve months from the date fixed in said contract for its completion.

SIGNED, SEALED AND DATED this 9 day of July 1991

_____(Seal)

Ron Lunz - President *Principal*

AMERICAN STATES INSURANCE COMPANY

BY: Jimmie T. Imel *Attorney-in-fact.*

Form 9-1041 (12-71)

GENERAL POWER OF ATTORNEY

American States Insurance Company
INDIANAPOLIS, INDIANA

478-255

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint

JIMMIE T. IMEL AND SHIRLEY ANN IMEL

(Jointly or Severally)

of Fort Wayne and State of Indiana its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman, the President or any vice-president (including any Executive Vice President, Senior Vice President, Second Vice President or Assistant Vice President) shall have power, by and with the concurrence with the any other officer of the Corporation, to appoint Attorneys-in-Fact as the business of the Corporation may require and to authorize any such person to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise."

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Vice-President and its corporate seal to be hereto affixed this 21st day of March A.D. 19 90.

AMERICAN STATES INSURANCE COMPANY

ATTEST: _____ Assistant Vice-President

By _____ Second Vice-President

STATE OF INDIANA } SS
COUNTY OF MARION }

On this 21st day of March, A.D., 19 90, before me personally came Joseph F. Heim, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said Joseph F. Heim further said that he is acquainted with John J. Rosich and knows him to be the Assistant Vice-President of said Corporation; and that he executed the above instrument.

_____ Notary Public

BARBARA PONSLER, NOTARY PUBLIC
MARION COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES: 10/2/92

STATE OF INDIANA } SS
COUNTY OF MARION }

I, John J. Rosich, the Assistant Vice-President of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the Chairman, the President or any vice-president (including any Executive Vice President, Senior Vice President, Vice President, Second Vice President or Assistant Vice President) and the secretary, or an assistant secretary, or other officer, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimilies. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 11 day of July, A.D., 19 91.

_____ Assistant Vice-President

9-1459
(8-89)

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: _____

1. Governmental Unit: _____
2. County: _____
3. Bidder (Firm): _____
   Address: _____
   City/State: _____
4. Telephone Number: _____
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to _____ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

_____
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Rosalinz Inz
Bidder (Firm)

[signature]
Signature of Bidder or Agent

Subscribed and sworn to before me this 11 day of July, 1991.

My Commission Expires: 8-7-91

County of Residence: Allen

[signature]
Notary Public

Karen S. Perkins
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 7-11-91 @ 11:00 AM BID REFERENCE # 1568

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE DEMOLITION & LOT RESTORATION OF THIRTEEN (13) +/- STRUCTURES PER SPECIFICATIONS

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____%
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME MARTIN ENTERPRISES, INC.

STREET ADDRESS 4315 MEYER ROAD

CITY FORT WAYNE PHONE # 447-5591

BY Gerald E. Martin
REPRESENTATIVE SIGNATURE

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.

2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.

B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.

C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 5 days.

D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Departent Administrator.

E. The contractor hereby agrees to the following details regarding the demolition of the above structures:

1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.

2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

PRICE SHEET
DEMOLITIONS/LOT RESTORATION

ADDRESS	STRUCTURE	COST OF DEMO	COST OF LOT	TOTAL
1109 E BERRY	REAR HSE ONLY	$ 2,275.00 /	$ 225.00 /	$ 2,500.00 /
1114 COLLEGE	HOUSE	$ 3,650.00 /	$ 225.00 /	$ 3,875.00 /
845 W DEWALD	HOUSE/GARAGE	$ 2,300.00 /	$ 225.00 /	$ 2,525.00 /
1223 ELIZA	HOUSE	$ 2,200.00 /	$ 250.00 /	$ 2,450.00 /
2909 S HANNA	HOUSE	$ 2,425.00 /	$ 225.00 /	$ 2,650.00 /
808 HUESTIS	HOUSE/GARAGE	$ 3,275.00 /	$ 225.00 /	$ 3,500.00 /
1208 IRENE	ACCESSORY BLDG	$ - /	$ - /	$ - /
3717 LAFAYETTE	HOUSE	$ 2,450.00 /	$ 200.00 /	$ 2,650.00 /
1201 LIBERTY	HOUSE/GARAGE	$ 2,700.00 /	$ 250.00 /	$ 2,950.00 /
2512 LILLIE	HOUSE	$ 2,200.00 /	$ 200.00 /	$ 2,400.00 /
2409 SMITH	HOUSE/GARAGE	$ 3,300.00 /	$ 250.00 /	$ 3,550.00 /
1401 E WASH	HOUSE/GARAGE	$ 3,475.00 /	$ 225.00 /	$ 3,700.00 /
2805 S CALHOUN	HOUSE	$ 5,000.00 /	$ 250.00 /	$ 5,250.00 /
			GRAND TOTAL	$ 38,000.00 /

VALIDITY OF BID PRICE: 60 days
(IN CALENDAR DAYS)

UNITED STATES FIDELITY AND GUARANTY COMPANY

(A Stock Company)

BID BOND

BOND NUMBER .....

KNOW ALL MEN BY THESE PRESENTS:

THAT MARTIN ENTERPRISES, INC.

..... of Fort Wayne, Indiana

....., as Principal , and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto City of Fort Wayne, Indiana

.....

as Obligee, in the full and just sum of Five Per Cent (5%) of Maximum Bid----------

---------- Dollars, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal

Demolition and Lot Restoration of 13 House & Garage

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered July 11, 1991
(Date)

MARTIN ENTERPRISES, INC. .....(SEAL)

.....

By: .....(SEAL)

YASTE, ZENT & RYE AGENCY, INC.

Mary A. MacKay

UNITED STATES FIDELITY AND GUARANTY COMPANY

By: .....

Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana, its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
Vice-President.

(SEAL)

(Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, Saundra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Saundra E. Banks
Clerk of the Circuit Court for Baltimore City.

PRINTED IN U.S.A.

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: JULY 11, 1991

1. Governmental Unit: CITY OF FORT WAYNE
2. County: ALLEN
3. Bidder (Firm): MARTIN ENTERPRISES, INC.
   Address: 4315 MEYER ROAD
   City/State: FORT WAYNE, IN.
4. Telephone Number: 447-5591
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FORT WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Gerald C. Martin
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
ALLEN COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

MARTIN ENTERPRISES, INC.
Bidder (Firm)

Gerald C. Martin
Signature of Bidder or Agent

Subscribed and sworn to before me this 11 day of JULY, 19 91

My Commission Expires: 6-14-92

County of Residence: ALLEN

Albert J. Ensley Jr.
Notary Public

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

Read the first time in full and on motion by Gia Quinta, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, the _____ day of _____, 19____, at _____ o'clock _____.M., E.S.T.

DATED: 7-23-91.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmonds, seconded by Henry, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	5			4
BRADBURY				✓
BURNS	✓			
EDMONDS	✓			
GiaOUINTA				✓
HENRY	✓			
LONG				✓
REDD				✓
SCHMIDT	✓			
TALARICO	✓			

DATED: 8-13-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) (GENERAL) (SPECIAL) (~~ZONING~~ MAP) ORDINANCE RESOLUTION NO. S-206-91

on the 13th day of August, 19 91.

ATTEST

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of August, 19 91, at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of August, 19 91, at the hour of 1:50 o'clock P.M., E.S.T.

PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance for the City of Fort Wayne Neighborhood Code Enforcement Dept. approving the award of Ref. No. 1568 for the demolition and lot restoration of eleven (11) structures through out the City of Fort Wayne. The cost reflects the lowest and most responsive of three (3) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Demolition and lot restoration of unsafe and unsightly structures throughout the City will be a benefit to the neighborhoods.

IF REPLACEMENT, WHAT NECESSITATES: S-51-07-30

EFFECT OF NON PASSAGE: There would be a continuation of unsafe and unsightly structures blighting the neighborhoods.

PRIOR APPROVAL REQUESTED:

MONIES INVOLVED:	Ron Lunz Inc	$10,695.00
	Martin Enterprises Inc	$22,975.00
PRICE AGREEMENT:	No	
PURCHASE ORDER:	Yes	
ACCOUNT INFORMATION:	Neighborhood Code 177-008-UBF7-4415	

PRIOR APPROVAL:
(IF APPLICABLE)

BILL NO. S-91-07-30

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GiaQUINTA, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, REDD, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding of Reference #1568 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and RON LUNZ, INC. AND MARTIN ENTERPRISES, INC. for the Department of Neighborhood Code Enforcement

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Mark E. GiaQuinta			
D. Schmidt			
Bradbury Redd			
Wm Burns			

DATED: 8-13-91.

Sandra E. Kennedy
City Clerk